



Board of County Commissioners - Staff Report

Meeting Date: November 21, 2017
Submitting Dept: Public Works

Presenter: Sean O'Malley
Subject: Teton County ISWR - Replacement Conveyor Belt

Statement / Purpose: Approve and award the purchase of an Replacement Conveyor Belt for the ISWR Baler.

Background / Description (Pros & Cons): New in-floor conveyor belt to replace existing deteriorating conveyor belt. Current in-floor conveyor belt has reached the end of its useful life requiring increased maintenance and parts.

Two Suppliers, Recycle Systems LLC., and McGuire Bearing Company, acquired bid documents. Two Suppliers submitted bids, summarized as follows:

<u>Supplier</u>	<u>Bid Result</u>
Recycle Systems LLC.	\$42,975.00
McGuire Bearing Company	\$36,579.04

McGuire Bearing Company is the apparent low bidder for the Replacement Conveyor Belt. Both suppliers are non-resident bidders.

Stakeholder Analysis & Involvement: Teton County is the sole stakeholder.

Fiscal Impact: ISWR has budgeted \$62,000.00 for this item.

Staff Impact: Coordination time.

Legal Review: Keith Gingery, Chief Deputy Attorney - Civil

Staff Input / Recommendation: Staff recommends awarding the Replacement Conveyor Belt contract to the low bidder, McGuire Bearing Company.

Attachments: Contracts from Recycle Systems LLC. and McGuire Bearing Company, Order #1735867-00.

Suggested Motion: I move to approve and award the purchase of the Replacement Conveyor Belt to McGuire Bearing Company in the amount of \$36,579.04.



Salt Lake City Branch
3287 W Parkway Blvd Suite A
Salt Lake City, UT 84119-1161
(801)975-1144 (800)893-4599
Fax: (801)975-0806

QUOTE

Ship To: TETON COUNTY SOLID WASTE AND
RECYCLING OFFICE
3270 S ADAMS CANYON RD
JACKSON, WY 83001

Bill To: CASH SALES - SALT LAKE CITY
3287 W PARKWAY BLVD STE A
SALT LAKE CITY, UT

Customer #	Date	Order #
150100	08/17/17	1735867-00
Customer PO #		
CONVEYOR BELT		
Placed By	Taken By	Salesrep
KENT J.	RWS	SLCH

Contact: Ronald

rsites@mcguirebearing.com

Q2H 10/31/17



Instructions	Ship Point	Ship Via	Shipped	Terms
	Salt Lake City Branch	Quote Only		COD

Line #	Product and Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Quantity U/M	Unit Price	Amount (Net)
1	FREIGHT PRE-PAID 1 YEAR WARRANTY ON WORKMANSHIP AND MATERIAL DEFECTS NEAREST PARTS DEALERS ARE MCGUIRE BEARING IN BOISE, IDAHO FALLS AND SALT LAKE CITY. WEBSTER HAS COMBO-BELT INSTALLS AT SEVERAL WASTE MANAGEMENT AND REPUBLIC SERVICE FACILITIES ALL OVER THE UNITED STATES. THEY'VE WORKED WITH ATHENS SERVICES, RECOLOGY, RECOMMUNITY AND MANY OTHERS ON THE WEST COAST.	141.21		141.21	EACH	259.04	36579.04
	BELT MATERIAL/DESC: 3-PLY BELT WIDTH: 48" WING HEIGHT: 4" PUSHER 1 SIZE: 3X2X1/4 8' SPACING PUSHER 2 SIZE: 3X3X1/4 8' SPACING STIFFENER SIZE: 3"X3/8" THICK FLATBAR WELDED ON W/8' SPACING CHAIN NUMBER: HSB111 USA HSB111 W/A SPECIAL "A" ATTACHMENT EVERY PITCH. "A" ATTACHMENT IS 2"X4 1/2"X3/8" USING 3-PLY 330BELTING. 3"X3 1/4" X 36" WIDE ANGLE PUSHER ALTERNATING EVERY 8TH PITCH. STIFFENERS EVERY 8TH PITCH WELDED TO THE SIDEBARS. 6 WEEK LEAD TIME AFTER RECEIPT OF APPROVAL DRAWINGS, SUBJECT TO PRIOR SALES. PRICING IS QUANTITY SENSITIVE AND SUBJECT TO REQUOTE ON QUANTITY CHANGES.						

1 Lines Total	Qty Shipped Total	141.21	Total	36579.04
			Taxes	2505.66
			Invoice Total	39084.70

THIS QUOTATION IS SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE.
PRICES ARE VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.

**INVITATION FOR BIDS
TETON COUNTY SOLID WASTE AND RECYCLING
REPLACEMENT CONVEYOR BELT
TETON COUNTY, WYOMING**

10/26/2017

NOTICE TO BIDDERS

This ADDENDUM shall be acknowledged both in the space provided below on this ADDENDUM and on the BID. Failure of any Bidder to properly acknowledge receipt of this ADDENDUM may result in rejection of the bid.

This ADDENDUM shall be attached to the Contract Documents and shall form a part thereof. The following changes/additions shall be made in the Specifications, Contract Documents and/or Drawings.

Amend Item # 7 of the Invitation for Bids as follows:

Bolt tabs 2" x 4 1/2" x 3/8" welded every pitch with washers top and bottom.

Stiffener size will be 3" x 3/8" and will be welded to sidebars every 8th pitch.

Amend Item #8 of the Invitation for Bids as follows:

Chain shall be HSB111 or WH111 or equivalent.

Amend Item #11 of the Invitation for Bids as follows:

The Different size push bars 3"x2"x 1/4" will alternate with 3"x3" 1/4" and shall be placed every 8th pitch.

Amend Item #13 of the Invitation for Bids as follows:

Stiffeners and pushers are NOT needed every 4th pitch.

Sincerely,

Kent Jaspersen

Teton County Solid Waste & Recycling Manager



BIDDER ACKNOWLEDGEMENT

10/31/17

DATE

Recycle Systems Proposal for Conveyor Belt Replacement:
Additional Information

11-1-17

1. We recommend a replacement conveyor provided by Lovegreen Manufacturing of Eagan MN.
Model—Lovegreen Industrial Combo- Rubber Chain Drive Belt
Price Delivered FOB Jackson WY for 150 feet \$42,975.00
Price per foot \$286.50 based on 150 feet
2. Product Specifications:

Length	150 feet
Belt Material	3 ply 330
Belt width	48 inches
Pushers	Alternating 3 inch and 2 inch x 1/4" tall pushers on every 8 th pitch
Stiffeners	3" x 3/8" thick flat bar welded on every 8 th pitch
Chain	WH111+ USA
Connector Tabs	Washers on both sides of tab connections to rubber belting
3. Lovegreen Standard Product Warranty is attached on a separate sheet
4. Parts dealer would be Recycle Systems in Kirkland WA. We have 2 full time employees that handle parts orders to assure quick service. Recycle Systems can provide experienced equipment service based out of Rexburg Idaho or Salt Lake City to provide service when you need it. Our techs are qualified to provide conveyor and baler service on the same trip to save money.
5. Delivery date is approximately 8 from date of order and field verification of components.
6. Owner References

City of Laramie Landfill, J.R. Slingerland 307 721-5354
Waste Management Silverthorne Colorado. Scott Rothbart, Robert Dean 303 486-6255
Waste Management Steamboat Springs Colorado. Steve Johnson 970 846-2295
Minnkota Recycling Fargo North Dakota. Mark Laufenberg @ 701-429-7772
Eureka Recycling Minneapolis Minnesota. Lynn Hoffman @ 612-455-9112

 11-1-17

EQUIPMENT FOR SOLID WASTE AND RECYCLING

12828 Willows Rd. NE PO Box 201 Kirkland, WA 98083-0201
(425) 453-9300 • Toll Free (888) 453-9300 • Fax (425) 747-7383 • www.recyclesys.com

INVITATION FOR BIDS
TETON COUNTY SOLID WASTE AND RECYCLING
REPLACEMENT CONVEYOR BELT
TETON COUNTY, WYOMING

10/26/2017

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Sincerely,

Kent Jaspersen

Teton County Solid Waste & Recycling Manager



BIDDER ACKNOWLEDGEMENT

11-1-17

DATE



Teton County ISWR
3270 S Adams Canyon Rd
Jackson, WY 83001

11-1-17

Please find enclosed our proposal for replacement conveyor belt pursuant to your RFP.

We are familiar with your equipment having provided the baler and conveyor and one replacement belt in prior years. We look forward to working with you on this project to meet your needs and timeline.

If you have any questions please give me a call at 425 922-1040.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Matheson", written over a horizontal line.

Greg Matheson
Recycle Systems LLC
425 922-1040



2280 Sibley Court • Eagan, MN 55122
Phone 651.890.1166 • Fax 651.890.8370

www.lovegreen.com

LOVEGREEN INDUSTRIAL SERVICES, INC. WARRANTY INFORMATION

LOVEGREEN INDUSTRIAL SERVICES, INC., hereby guarantees that the material and workmanship used in the manufacture of its conveyors is free of defects.

LOVEGREEN INDUSTRIAL SERVICES, INC. agrees to furnish to the purchaser of the product which accompanies this warranty, without charge, F.O.B. Eagan, Minnesota, any part providing defective in either material or workmanship as purchaser's sole and exclusive remedy for violation of the warranty, provided that the purchaser gives LOVEGREEN INDUSTRIAL SERVICES, INC., immediate written notice of the violation of the warranty with a description of the defective part. LOVEGREEN INDUSTRIAL SERVICES, INC., reserves the right to inspect the said part in question in order to verify any defect.

The above warranties shall be in full force and effect for a period of one year or 2080 hours of operation from the date of shipment of the product from LOVEGREEN INDUSTRIAL SERVICES, INC., which ever is shortest.

Components used by LOVEGREEN INDUSTRIAL SERVICES, INC. in the manufacture of its conveyors are warranted as to defects in material and workmanship only for the time period of the warranty from the original manufacturer of the components.

Unless otherwise agreed to in writing by LOVEGREEN INDUSTRIAL SERVICES, INC., purchaser shall bear the expense of installation of any part furnished as a result of this warranty.

LOVEGREEN INDUSTRIAL SERVICES, INC., SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL OF INDIRECT DAMAGES. ANY FAILURE OF EQUIPMENT OR PARTS DUE TO ABUSE, UNAUTHORIZED MODIFICATION, INCORRECT ADJUSTMENTS, EXPOSURE TO CORROSIVE OR ABRASIVE MATERIAL OR OPERATION UNDER ANY DEGREE OF DAMPNES SHALL RESULT IN REVOCATION OF THIS WARRANTY.

THIS WARRANTY COMPRISES THE ENTIRE AND SOLE WARRANTY PERTAINING TO THIS PURCHASE AND THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, LOVEGREEN INDUSTRIAL SERVICES, INC. DISCLAIMS IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. No other prior agreements of any kind, promises or verbal understandings, either given by LOVEGREEN INDUSTRIAL SERVICES, INC., its agents, servants, employees or distributors will be recognized as binding upon LOVEGREEN INDUSTRIAL SERVICES, INC.; nor will such agreements, verbal understanding or promises act to vary the terms of this written warranty.

In the event of any unauthorized modification of the conveyor system, purchaser hereby agrees to indemnify and hold harmless LOVEGREEN INDUSTRIAL SERVICES, INC. from and against all claims and liability arising out of or resulting from operation or use of the conveyor system.

IMPORTANT NOTE: In the event of motor failure, please contact the nearest authorized service representative of the motor manufacturer. The warranty on the motor by the manufacturer is ordinarily void if the motor is tampered with or disassembled by anyone other than the authorized representative of the motor manufacturer.

INVITATION FOR BIDS

Replacement Conveyor Belt

Teton County Integrated Solid Waste and Recycling (ISWR) requests bid proposals for the purchase and delivery of one conveyor belt for a baler. All bid proposals shall be submitted to the ISWR Administrative Office (at the Recycling Center), 3270 S. Adams Canyon Road, Jackson, Wyoming, 83001 by 3:00PM MDT, Friday, November 3, 2017. All proposals shall be delivered in a sealed envelope labeled "Conveyor Belt". Please hand-deliver or use Fed-Ex or UPS; NO US POSTAL SERVICE deliveries or FAXED proposals shall be accepted.

Proposal Information:

Proposals shall be of the highest quality equipment available that meets or exceeds the following criteria:

1. *Approximate belt length: 140' to 150'*
2. *Belt material: 3-ply*
3. *Belt width: 48"*
4. *Wing height: 4"*
5. *Pusher 1 size: 3" x 2" w, 8' spacing*
6. *Pusher 2 size: 3" x 3" w, 8' spacing*
7. *Stiffener size: 3" x 1/4" thick flatbar welded on w/4" spacing*
8. *Chain number: HSB111 USA*
9. *HSB111 W/A attachment every fourth pitch*
10. *Combo belt using 48" 3-ply 330 belting*
11. *3" x 3" 1/4 x 36 and 3 x 2 x 1/4" x 36" wide angle pusher every fourth pitch*
12. *Using 48" 3-ply 330 belting*
13. *Stiffeners every fourth pitch welded to the sidebars*

Proposals shall provide the following additional information:

1. *Recommended Product Make, Model Number and delivered price, inclusive of all required options to meet above specifications (include per foot unit price);*
2. *Product information and technical specifications of equipment to be considered;*
3. *Warranty Information;*
4. *Nearest location of parts dealer and equipment service;*
5. *Delivery date from time of order (no later than February 23, 2018);*
6. *Three owner references of like or equal equipment proposed; and,*
7. *Submitting Vendor's Name, Address, Phone Number and an authorized signature and date.*

Vendor shall provide an on-site visit with a factory representative prior to the ordering of the belt to ensure accuracy of the provided measurements.

Vendor shall provide the following additional materials at time of equipment delivery:

1. *Copy of factory invoice listing the standard and optional equipment as bid;*
2. *Cross-section drawings and layout of the conveyor; and,*
3. *Equipment operations and maintenance instruction by the dealer to the satisfaction of the owner.*

Teton County Integrated Solid Waste and Recycling reserves the rights to reject any or all proposals and to waive informalities and irregularities in proposals, and to select the proposal that best meets the needs of the department.

Please contact Kent Jasperson at 307.732.5768 or kjasperson@tetonwyo.org with any questions.

Teton County, Wyoming Standard Purchase Agreement Terms and Conditions

ACKNOWLEDGEMENT: This purchase agreement as executed by the Buyer constitutes the entire agreement between the parties. This Agreement can only be changed by a written instrument signed by an authorized agent of the Buyer. Each shipment received by the buyer from the Seller shall be upon the terms and conditions contained herein, notwithstanding any terms or conditions contained in any acknowledgement, invoice, correspondence, quotations, specifications, discussion or other document or communication form the Seller and notwithstanding the Buyer's acceptance, payment or performance. If price, terms, shipping date or any other express condition of the Purchase Agreement is not acceptable, Buyer must be notified and must accept in writing any variation prior to shipment or delivery.

DISPUTES: In case of a dispute initiated by the Seller, the Seller will inform the Buyer within thirty days of the qualifying event. In case of a lawsuit initiated by the Buyer which arising out of this Purchase Agreement or the transaction contemplated hereunder, Seller agrees to pay Buyer's costs and expenses associated with the lawsuit, including Buyer's reasonable attorney's fees. This purchase Agreement shall be governed by and construed under Wyoming Law.

INVOICE: upon shipment the Seller must include:

- A SEPARATE invoice for EACH purchase referencing this Purchase Agreement, if applicable a BILL OF LADING showing full routing.
- A statement of PAYMENT TERMS as stated on the Purchase Agreement. The charged price may NOT be higher than that stated in the Purchase Agreement.
- Seller's complete remit to NAME & ADDRESS on each invoice.
- Seller must provide a complete description of labor performed and time expended in maintenance contracts.
- All payments are net 30 days unless agreed otherwise.

DELIVERY: Time is of the essence with respect to this order. If delivery date specified on the face of this order cannot be met, Seller shall notify Buyer using an acknowledgement of receipt of order and intent to perform without delay for instruction. If delivery is not made on time and in the quantities specified, Buyer shall have the right to cancel this agreement and hold the Seller liable for any cost of cover or excess cost or damage incurred as a result of the delay. Acceptance by Buyer of a late delivery will not constitute a waiver of a later claim for damages. Seller agrees to insure the goods during delivery at Seller's expense and to warrant that all goods will be free from defect and will be of good material and workmanship. If goods delivered by seller are defective or not what buyer contracted for, Buyer reserves the right to return the goods to Seller, to terminate the contract and to seek damages and expenses incurred. Acceptance of any part of the Order shall not bind Buyer to accept remaining parts of the order or any future shipments nor deprive it of the right to return goods already accepted.

FORCE MAJEURE: Buyer will not be liable for contract default or delay due to acts beyond its reasonable control. Seller shall inform Buyer, in writing, whenever Seller becomes aware of an event that could delay or prevent Seller's performance.

STATE AND FEDERAL STATUTES: Seller warrants and agrees that it has and will comply with the provisions of the Fair Labor Standards Act and any other state and federal statutes and regulations.

SERVICES: If this Purchase Agreement is for services to be performed or delivered by or on behalf of the Seller, then it is also subject to the County's Insurance Requirements and Indemnification Agreement.

TERMINATION FOR CONVENIENCE OR CAUSE: Buyer may terminate the Agreement or any part thereof for its sole Convenience. Upon notice of such termination, Seller shall immediately stop all work and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease their work against the Agreement. Seller shall be paid a reasonable termination charge consisting of a pro rata percentage of the Agreement price reflecting the percentage of work performed prior to notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for costs incurred by Seller's suppliers that Seller reasonably could have avoided. Buyer may terminate the Agreement or any part hereof for Cause if Seller defaults, fails to comply with any terms and conditions of the Agreement, becomes insolvent, ceases operations, liquidates or files for bankruptcy protection. Late delivery of goods or performance of services that are defective or do not conform to the Agreement shall, without limitation, be cause allowing Buyer to terminate the Agreement for cause. In this event, Buyer will not be liable to Seller for any amount; but Seller shall be liable to Buyer for all losses, damages, and expenses, including cost to cover, resulting from the default that caused the termination.

WARRANTIES: Seller expressly warrants all goods delivered under the Agreement shall be merchantable and free from defects in material and workmanship and of the quality, size and dimensions ordered and/or specified. This express warranty shall not be waived by reason of the acceptance of the goods, payment by Buyer or otherwise. Seller warrants that a) all workmanship shall be first class; b) the goods purchased will be supplied according to specifications; c) except as otherwise provided in the specifications, all goods incorporated in the work shall be new and of the most suitable grade of their respective kinds for the purpose; and d) all services will be performed in a good and workmanlike manner. Such warranties together with Seller's service warranties and guarantees shall survive inspection test, acceptance of and payment for the goods and shall run to Buyer, its successors and assigns. The Seller shall within a reasonable time after receipt of written notice thereof, make good at its own expense and without cost to the Buyer any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after delivery unless a different warranty period is provided in this Agreement. Buyer, may at its option, either return for credit or require prompt correction or replacement of any defective or nonconforming good or part thereof. If Seller is unable to or refuses to promptly correct or replace such defective or nonconforming good or part thereof, Buyer, may, by contact or otherwise, repair or replace such work or materials and assess Seller the excess cost occasioned the Buyer thereby. The one year warranty shall not operate to reduce the statutory period of limitations for suit for breach of contract nor is it intended to limit or eliminate any legal remedy, statutory or otherwise.

RISK OF LOSS: Seller assumes all risk of loss of or damage to all goods ordered and all work in process, materials, and other items related to this Agreement until the same are finally accepted by the individual and County department or Buyer who ordered them. Seller also assumes all risk of loss of or damage to any goods, work in process, materials, and other items rejected by Buyer until the same are accepted by Buyer.

INSPECTION: Payment for goods or services provided hereunder shall not constitute acceptance thereof. Buyer may inspect and test such goods or services and reject any or all items that are, in Buyer's sole judgment, nonconforming. Goods rejected or supplies in excess of quantities ordered may be returned to Seller at Seller's sole expense. Failure by Buyer to inspect and test the goods and services shall not relieve Seller responsibility.

INDEMNIFICATIONS: Seller shall indemnify, defend and hold harmless Buyer, its officers, trustees, agents and employees against and from any and all claims, liabilities, losses, damages and expenses (including without limitation attorney fees and court costs) arising out of or in connection with any goods or services purchase pursuant to this Purchase Agreement or from any act, omission, negligence, operation, product or service of Seller or its employees, agents, servants, representatives and subcontractors.

LIMITATIONS: Buyer shall not be liable to Seller, its employees, representatives, agents, suppliers, or subcontractors for any lost profits or other incidental or consequential damages. Buyer's liability on any claim for loss, damage or expense arising out of or in connection with this Agreement shall not exceed the price of the goods or services which give rise to the claim. Buyer shall not be liable for penalties or fines of any kind. Any action, suit or proceeding caused by an alleged breach of the Agreement by Buyer must be commenced within one (1) year after the cause of action accrued.

TAX EXEMPTION: Buyer's federal taxpayer ID is 83-6000-127.

EXTRA CHARGES: No additional charges of any kind, including without limitation charges for boxing, packing, transportation or other extras or fees will be allowed unless specifically agreed to in writing by an authorized agent of Buyer.

**INVITATION FOR BIDS
TETON COUNTY SOLID WASTE AND RECYCLING
REPLACEMENT CONVEYOR BELT
TETON COUNTY, WYOMING**

Invitation for bids for the furnishing and delivery of one conveyor belt for a baler. Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids prior to 3:00 PM MDT on Friday, November 3, 2017 at the Teton County Solid Waste and Recycling Office, 3270 S. Adams Canyon Road, Jackson, WY.

The Contract Document is available electronically. Please contact Kent Jasperson at kjasperson@tetonwyo.org or 307-732-5768.

No bids will be opened unless sealed and filed with the Teton County Solid Waste and Recycling Office by the due date.

In accordance with Wyoming State Statutes, a five percent (5%) bid preference will apply to bids from Wyoming Resident Contractors.

The Owner reserved the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION

Publish: 10/18, 10/25, 11/1/2017